

# **Request for Proposals**

---



**City of Minneapolis**

**Neighborhood and Community Relations Department**

**Interpretation and Translation Services**

**RFP 2015-90   Issue Date: December 2, 2015**

**Proposals Due by: December 30, 2015, 4:00 pm CT**

December 2, 2015

Attached is a Request for Proposal for contracted services. The City of Minneapolis is seeking to engage professional language service vendors for interpreting and translation services to non-to-limited English speaking residents. Language services are needed for the City to engage and communicate with residents. Please consider submitting a proposal for providing these services if your firm meets the qualifications and is available. Please review the RFP for details.

Proposals are due by December 30, 2015. A pre-proposal conference will be held at Crown Roller Mill, 105 5<sup>th</sup> Avenue South, Conference Room #3 (second floor), Minneapolis, MN 55401 on December 7, 2015 from 2-3 pm.

Thank you for your consideration.

Sincerely,

David Rubedor, Director  
Neighborhood and Community Relations Department

## Table of Contents

| <b>RFP General Information</b>                           | <b>Page</b> |
|--|-------------|
| I. Invitation .....                                      | 3           |
| II. Scope of Services .....                              | 4           |
| III. Pre-Proposal Conference .....                       | 6           |
| IV. Proposal Due-Date and Location .....                 | 6           |
| V. Proposal Format .....                                 | 6           |
| VI. Evaluation of Proposals – Consultant Selection ..... | 7           |
| VII. Schedule.....                                       | 8           |
| VIII. Contract .....                                     | 8           |
| IX. Department Contact/Request for clarification .....   | 8           |
| X. Rejection of Proposals .....                          | 9           |
| XI. Addendum to the RFP .....                            | 9           |

## I. INVITATION:

The City of Minneapolis (City) makes this Request for Proposals (RFP) to engage qualified professional language services vendors (Vendors). These services will support City's work in relaying information, engaging, and communicating with non-to-limited English speaking residents and communities (Residents).

Language services include:

- Oral interpretation: during in-person interactions between City staff and non-to-limited English speaking residents;
- Translation: of City information and materials for distribution to non-to-limited English speaking communities; for
- Languages: Spanish, Somali, Hmong, and/or Oromo

Submitted proposals must indicate:

- The provided language (Spanish, Somali Hmong, Oromo); and
- Service (interpreting, translation or both).

The project is generally described in the "Scope of Services," contained within this RFP, including descriptions of roles, responsibilities and relationship of the Vendors, City, and other parties involved in the Project.

### **Background**

The City is home to approximately 400,700 residents (US Census Bureau). The 2013 American Community Survey reported 68,810 (15.2percent) of Minneapolis' population are foreign-born. Furthermore, 20.3 percent of Minneapolis' population speaks a language other than English and 9.7 percent reported speaking English less than "very well." The City is comprised of 21 departments overseeing programs and services in areas of public safety, health, public engagement, community development and many more. It is essential for the City to conduct business in a manner of equitable access for all residents.

In March 2014, the Minneapolis City Council adopted a set of values, goals, and strategic direction to drive the City's work. The model is designed to support the City's vision of "Minneapolis is a growing and vibrant world-class city with a flourishing economy and a pristine environment, where all people are safe, healthy and have equitable opportunities for success and happiness."

Therefore, the intention of Vendors is to:

- Provide interpreting and translation services in Spanish, Somali, Hmong, and/or Oromo;
- Work with City staff to conduct business with residents to access and understand City ordinances, policies, programs, services and activities;

- Translate information with appropriate cultural meanings and syntax to notify residents of programs and services opportunities and changes; and
- Possess skills to decipher technical language and simplify it to common speech.

### **Laws and policies**

*Minneapolis Code of Ordinances (Title 7, Chapter 139):* Declaration of policy and purpose by the City of Minneapolis preventing and prohibiting all discriminatory practices.

*Civil Rights Act of 1964:* Outloads discrimination based on race, color, religion, sex, or national origin.

- Title VI: Prohibits discrimination on the basis of race, color and national origin in programs and activities receiving federal financial assistance.

*Executive Order 13166 of 2000:* To improve and provide meaningful access to federally conducted and assisted programs and activities for persons with limited English proficiency.

## **II. Scope of Services**

### **General Description**

Vendors perform language services upon request and scheduling with NCR. Vendors must be culturally competent and have an understanding of the community's linguistic structure, culture and issues. Language skills have to be capable of taking complex and technical information and simplifying it to common speech.

### **Minimum Qualifications**

Interpreters: A successful proposal for interpretation services must, at minimum, have the following qualifications:

- Court certified or ability to indicate proven professional interpreting experience for the last two years;
- Be over 18 years of age;
- Demonstrate fluency and comprehension of English and native languages;
- Received documented professional training in interpreting work; and
- Be matched to situations according to the interpreter's years of experience, language skills, as well as gender and culture when these factors are essential to facilitating effective service delivery.

Translators: A successful proposal for translation services must, at minimum, have the following qualifications:

- Court certified or ability to indicate proven professional translation experience for the last two years;
- Be over 18 years of age;
- Demonstrate fluency and comprehension of English and native languages; and
- Received documented professional training in translation work.

### **Performance Measures**

Vendors work on an as needed basis and must be able to produce the following performance measures:

#### **Interpreting**

- Appropriate interpreting pace for both parties to follow and interact;
- Ability to actively and accurately verbally translate between English and native-language on-the-spot;
- Maintain consistency of content;
- Capable of communicating information to non-subject matter audiences;
- Avoid word-for-word and “literal” translation, capable Vendors must be able to convey the English message in the intended language;
- Knowledge of local communities’ terminology, idiomatic expressions and culture; and
- Finished product should be clear, precise and the language constructed for identified target audience.

#### **Translation**

- Appropriate turn-around time for finished product;
- Ability to write clearly, comprehensible prose, and excellent understanding and translation skills of native-language;
- Maintain consistency of content;
- Capable of communicating information to non-subject matter audiences;
- Avoid word-for-word and “literal” translation, capable Vendors must be able to convey the English message in the intended language;
- Knowledge of local communities’ terminology, idiomatic expressions and culture; and
- Finished product should be clear, precise and the language constructed for identified target audience.

**Monitoring:** On a quarterly basis, Vendors undergo an evaluation to ensure delivery of interpreting and translation services meet the outlined performance measures.

### **Quality Assurance Measure**

Upon submission of completed translation work by the Vendor, NCR will review it to ensure the context matches the initial message and information. If deemed unusable, Vendors will be notified of requested changes. Vendors will then edit the materials with

an appropriate (24-48 hours) turn-around timeframe. Failure to accurately translate or provide corrective action will result in reduced and/or forfeiture of payment.

### **III. PRE-PROPOSAL CONFERENCE:**

A pre-proposal conference will be held at **December 7, 2015 from 2-3 p.m.** in the Crown Roller Mill Building, 105 5<sup>th</sup> Avenue South, **Conference Room 3 on the floor 2**. All potential Vendors are encouraged to attend this conference.

### **IV. PROPOSAL DUE DATE and LOCATION:**

Vendors shall submit ***ten (10) copies*** of their proposals to the City of Minneapolis Procurement Office, labeled:

City of Minneapolis - Procurement  
Request for Proposals for:  
Contracted Language Services  
330 2nd Avenue South, Suite 552  
Minneapolis, MN 55401

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), December 30, 2015.**

**NOTE: Late Proposals may not be accepted.**

### **V. PROPOSAL FORMAT:**

Vendors shall present the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section VI – “EVALUATION OF PROPOSALS”.

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections.

1. Executive Summary - The Executive Summary should include a clear statement of the Vendor’s understanding of the RFP including:
  - a. A brief summary of the Scope of Work;
  - b. A summary of the language and service (interpreting, translation or both); and
  - c. A description of the responsibilities of the proposed individual or team.
2. Scope of Services - Describe in detail how services will be delivered.
  - a. Request, response and confirmation policies and process;
  - b. Late request and cancellation policies;
  - c. Days and times of business operation;

- d. Format and process for interpreting and translation projects; and
  - e. Quality control policy and process.
3. Experience - Describe background and related experience demonstrating ability to administer required services.
  4. References - List references from contracts or similar work.
  5. Cost/Fees - Indicate proposed cost of service including a description of how costs were determined; hourly rates; direct costs and payment billing schedule; list of charges per classification of employee.
  6. Personnel Listing (optional) - Show involved individuals with resumes and specific applicable experience. Sub-consultants should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program.

## **VI. EVALUATION OF PROPOSALS – SELECTION OF Vendor(s):**

Proposals will be reviewed by an Evaluation Panel made up of representatives of the Department of Neighborhood and Community Relations and other City staff assistance, as may be required. The Evaluation Panel may have a "short list" of qualified Vendor(s) who will be formally interviewed as part of the final selection, as deemed necessary by the City. Evaluations will be based on the required criteria listed in Section V "PROPOSAL FORMAT", and the following:

1. Quality, thoroughness, and clarity of proposal.
2. Qualifications and experience of staff (includes a review of references).
3. How well the Scope of Services offered meets department objectives.
4. Comparative projects.
5. Ability to reach under-engaged communities (Latino, SE Asian, and East African).
6. Financial responsibility and capacity of company including whether or not the company, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP.
7. Organization and management approach and involvement for a successful project.
8. Small & Underutilized Business participation.
9. Cost of services proposed.
10. Insurance coverage as defined for the services.



A formal presentation and interview will be requested of the “short list” Vendor(s). Specifically, the City requests that the Consultant’s Project Manager assigned to the proposed project team lead the presentation and that actual members of the project team (including any sub-consultants) participate in the formal presentation/interview.

The Evaluation Panel will schedule and arrange for the presentations. The presentation and interview of the “short listed” Vendor(s) will consist of the following elements:

1. Discussion of the Vendor’s approach to providing services for this Project based upon the Scope of Services described herein.
2. Overview of the Consultant’s experience as related to the Scope of Services, including qualifications and experience of assigned staff.

## VII. SCHEDULE:

|                                  |                   |
|----------------------------------|-------------------|
| RFP Release                      | December 2, 2015  |
| Pre-proposal conference          | December 7, 2015  |
| Questions on RFP Due by          | December 14, 2015 |
| Response to Questions posted by  | December 16, 2015 |
| Proposals due by                 | December 30, 2015 |
| Interview                        | January 7, 2016   |
| Estimated selection of Vendor(s) | January 14, 2016  |
| Estimated contract execution     | January 25, 2016  |
| Estimated services start date    | February 1, 2016  |
| Estimated services end date      | February 1, 2017  |

## VIII. CONTRACT:

The contracting parties will be the City of Minneapolis and on or more vendors (each a “Vendor”) selected to provide the services as described herein. For each Vendor selected, its proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations. It is the intent of the City to award a one or more contracts for a term of *one (1) year* with the option to extend each contract, on an annual basis, at the sole option of the City, for *one (1) additional year*.

## IX. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION:

The Vendor’s primary interface with the City will be with the Contract Manager who will act as the City’s designated representative for the Project. Prospective responders shall direct inquiries/questions **in writing only** to:

Contract Manager:

David Rubedor, Department Director  
Neighborhood and Community Relations Department  
Crown Roller Mill  
105 5<sup>th</sup> Avenue South – Suite 425  
Minneapolis, MN 55401  
Email ID: [David.Rubedor@minneapolismn.gov](mailto:David.Rubedor@minneapolismn.gov)

All questions are due no later than **December 14, 2015**. Responses to the Questions will be posted by **December 16, 2015** on City's RFP website at:  
<http://www.minneapolismn.gov/finance/procurement/rfp>

The Contract Manager is the only individual who can be contacted regarding the Project before proposals are submitted. The Contract Manager cannot vary the terms of the RFP.

#### **X. REJECTION OF PROPOSALS:**

The City reserves the right to reject any *Vendor* on the basis of the proposals submitted. The City reserves the right to reject all proposals or any Vendor on the basis of the proposal submitted.

#### **XI. ADDENDUM TO THE RFP:**

If any addendum is issued for this RFP, it will be posted on the City of Minneapolis web site at: <http://www.minneapolismn.gov/finance/procurement/rfp>

The City reserves the right to cancel or amend the RFP at any time.

# **General Conditions for Request For Proposals (RFP)**

(Revised: May, 2015)

The General Conditions are terms and conditions that the City expects all of its Consultants to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Consultant's suggestions.

## **1. City's Rights**

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted.

## **2. Equal Opportunity Statement**

The Consultant agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Consultant. Among the federal, state and city statutes and ordinances to which the Consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

## **3. Insurance**

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The Consultant shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form. A thirty (30) day

written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions, or the Consultant will assume full liability of the subcontractors.

The Consultant and its subcontractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.

#### 4. **Hold Harmless**

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the sub-contractors and sub-consultants of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

Except as provided in section # 13, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

#### 5. **Subcontracting**

The Consultant shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all subcontractors

for subcontractor's undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

**6. Assignment or Transfer of Interest**

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Consultant shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

**7. General Compliance**

The Consultant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the Contract.

**8. Performance Monitoring**

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substantial performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

**9. Prior Uncured Defaults**

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

**10. Independent Consultant**

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or subcontractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the

work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Consultant.

#### **11. Accounting Standards**

The Consultant agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

#### **12. Retention of Records**

The Consultant shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

#### **13. Data Practices**

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Consultant and any of the Consultant's sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Consultant must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Consultant(s). At that time, the proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

#### **14. Inspection of Records**

Pursuant to Minnesota Statutes, Section 16C.05, all Consultant records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

#### **15. Living Wage Ordinance**

The Consultant may be required to comply with the “[Minneapolis Living Wage and Responsible Public Spending Ordinance](#)”

([http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_255695.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)), Chapter 38 of the City’s Code of Ordinances (the “Ordinance”).

Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance’s requirement that the Consultant and its subcontractors pay their employees a “living wage” as defined and provided for in the Ordinance.

#### **16. Applicable Law**

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

#### **17. Conflict and Priority**

In the event that a conflict is found between provisions in this Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

#### **18. Travel**

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City’s [Consultant Travel Reimbursement Conditions](#)

(<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

#### **19. Billboard Advertising**

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

#### **20. Conflict of Interest/Code of Ethics**

Pursuant to Section 15.250 of the City’s Code of Ordinances, both the City and the Consultant are required to comply with the City’s Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a “conflict of interest.” A “conflict of interest” will arise if Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" since Consultant has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

## **21. Termination, Default and Remedies**

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Consultant, the City shall pay Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

## **22. Ownership of Materials**

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

## **23. Intellectual Property**

All Work produced by the Consultant under this Contract is classified as "work for hire" and upon payment by the City to the Consultant will be the exclusive property of the City and



will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. “Work” covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This contract does not affect the ownership of each party’s pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party’s pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

#### **24. Equal Benefits Ordinance**

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and subcontractor with 21 or more employees that enters into a “contract”, as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a “contract”, as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

[http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_261694.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf)

It is the Consultant’s and subcontractor’s responsibility to review and understand the requirements and applicability of this ordinance.

#### **25. City Ownership and Use of Data**

The City has adopted an Open Data Policy (“Policy”). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City’s use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the

Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant's subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

## **26. Small & Underutilized Business Program (SUBP) Requirements**

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP requirements detailed in the Minneapolis Code of Ordinances Chapter 423.50 applies to any professional or technical Service contract in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities and availability of qualified MBEs/WBEs.

There are no SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall inform the Contract Manager to obtain authorization as stated under section #5, Subcontracting, of the Terms and Conditions. Consultant shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Uniform Certification Program (MnUCP), please visit <http://mnucep.metc.state.mn.us/> or contact [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).